

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIAAMERICAN AIRLINES FLOW-THRU  
PILOTS COALITION, et al.,

Plaintiffs,

v.

ALLIED PILOTS ASSOCIATION,

Defendant.

Case No. [18-cv-03682-RS](#)**ORDER GRANTING MOTION TO  
DISMISS**

The parties are familiar with the factual background and procedural history of this case and an earlier companion case, *American Airlines Flow-Thru Pilots Coalition, et al. v. Allied Pilots Association, et al.*, N.D. Cal. Case No. 3:15-cv-03125-RS, which the parties refer to as *Cordes I*, and it will not be recounted in detail here. Like *Cordes I*, this case involves APA's negotiation of length of service ("LOS") credit for pilots who had been furloughed after September 11, 2001. *Cordes I* arose from an agreement providing up to two years of LOS credit—referred to as "Letter G." This case, in turn, arises from a later agreement providing credit for the remainder of the time pilots may have spent on furlough—the so-called "2018 LOS Letter."

The parties are the same in the two cases. APA is the certified representative of pilots flying for former defendant American Airlines, Inc. The five individual plaintiffs are pilots who originally worked at American Eagle, and obtained their positions at American pursuant to the so-called "Flow-Through Agreement." The entity plaintiff is an association of such pilots, who are sometimes known as "Flow-Through Pilots" or "FTPs." Letter G, the subject of *Cordes I*, was part

1 of a collective bargaining agreement between APA and American ratified in January of 2015.  
 2 Letter G gave two additional years of LOS credit for pilots on furlough because of lack of work at  
 3 American after September 11, 2001. Letter G did not provide LOS credit to FTPs, who do not  
 4 contend they were ever furloughed from American or American Eagle, but who argue they were in  
 5 a substantially similar position as other pilots who did receive the credits.

6 Three years later, APA and American agreed to the 2018 LOS Letter, which is attached to  
 7 the complaint in this action. The letter provided additional LOS credit for “[a]ll American Airlines  
 8 Pilots . . . furloughed after September 11, 2001 . . . for pay and vacation accrual,” subject to  
 9 various conditions. As under Letter G, the FTPs did not receive the LOS credit. The 2018 LOS  
 10 Letter, however, did also amend the Joint Collective Bargaining Agreement between APA and  
 11 American to provide that all American pilots, including FTPs, gained a right to accrue LOS credit  
 12 during any *future* furloughs.

13 From the outset of the litigation in *Cordes I*, APA argued plaintiffs could not establish the  
 14 requisite “causation.” APA insisted plaintiffs would have to be able to show that American would  
 15 have agreed to extend LOS credits to the FTPs had APA bargained for it. Although an early  
 16 summary judgment motion was denied as to that particular issue, summary judgment ultimately  
 17 was granted on grounds that plaintiffs had not “point[ed] to sufficient evidence from which a  
 18 reasonable jury could conclude that American would have agreed to provide the FTPs with up to  
 19 two years LOS credit if [APA] had proposed it in the Letter G negotiations.” *See Cordes I*, Dkt.  
 20 No. 241.

21 APA now moves to dismiss the complaint in this action. As to the first claim for relief,  
 22 APA asserts the allegations made to support causation are not meaningfully distinguishable from  
 23 the evidence or the offer of proof plaintiffs submitted in *Cordes I*. Plaintiffs do not argue  
 24 otherwise, nor do they contend it would be procedurally improper or otherwise unfair to grant a  
 25 motion to dismiss in this action based on the rationale of the summary judgment ruling in *Cordes*  
 26 *I*. Indeed, plaintiffs represented they believe it to serve judicial efficiency and in the interest of  
 27 avoiding potentially conflicting rulings to have an appeal of an adverse decision in this action  
 28

1 consolidated with the appeal they are pursuing in *Cordes I*. See Dkt. No. 52.

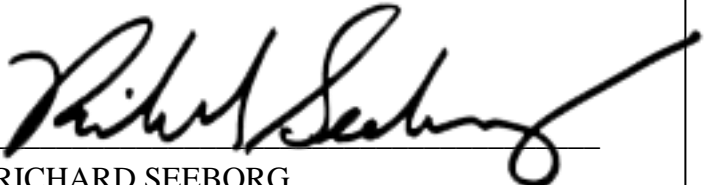
2 Plaintiffs do offer a strenuous argument that *Cordes I* was wrongly decided. Perhaps  
3 because the briefing is being presented by different counsel, there are some new wrinkles or  
4 emphases to their position. Nevertheless, plaintiffs have not shown grounds on which their first  
5 claim for relief could proceed absent a rejection of the *Cordes I* holdings. Accordingly, the first  
6 claim for relief must be dismissed. Plaintiffs do not suggest any amendments could save the claim,  
7 so no leave to amend will be granted, Plaintiffs' remedies, if any, lie on appeal.<sup>1</sup>

8 Plaintiffs' second claim for relief in this action, for an alleged violation of the Labor  
9 Management Reporting and Disclosure Act, 29 U.S.C. § 412, ("LMRDA") is not implicated by  
10 the *Cordes I* decision. It nonetheless fails for failure to state a claim. Plaintiffs allege APA  
11 "negotiated and agreed to the terms of the 2018 LOS Letter and excluding FTPs from the length of  
12 service credits and benefits provided in the 2018 LOS Letter in retaliation for Plaintiffs' exercise  
13 of their legal right to bring lawsuits . . . ." The conclusory claim of "retaliation" is not plausible, as  
14 the other facts alleged clearly demonstrate that APA's position and conduct in negotiating the  
15 2018 LOS Letter was merely a continuation of the positions it took with respect to Letter G,  
16 before plaintiffs had ever filed suit. It is also notable that the 2018 LOS Letter actually extended  
17 potential *future* benefits to FTPs. Again, plaintiffs have not suggested leave to amend could cure  
18 the defects, and none will be granted. The motion to dismiss is granted. A separate judgment will  
19 issue.

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26 <sup>1</sup> APA's argument that the complaint was not timely served would not support a dismissal with  
27 prejudice. Nor is it necessary to reach any of its alternative challenges to the sufficiency of the  
28 allegations.

**IT IS SO ORDERED.**

Dated: January 21, 2022



RICHARD SEEBORG  
Chief United States District Judge

United States District Court  
Northern District of California